of the governor is not conclusive, but may be treated by the court much as the finding of a jury. *Bruce* v. *Rayner*, 124 Fed. 481; *Robb* v. *Connolly*, 111 U. S. 624. Wherever the accused leaves the state of his own free will, he is conclusively regarded as a fugitive from justice, and his real motive for leaving will not be inquired into. *People ex rel. Draper* v. *Pinkerton*, 17 Hun (N. Y.) 199. Even where he was extradited into the state, he may yet be treated as a fugitive. *Hackney* v. *Welsh*, 107 Ind. 253, 8 N. E. 141. But it is difficult to conceive of a man, taken from a state by the arm of the law and continuously in custody, as a fugitive from that state. Hence the result reached by the court would seem to be sound. The case raises the same difficulty as the case of the extradition of a person for a crime which he committed, without being physically present in the state. *Ex parte Hoffstot*, 180 Fed. 240; *Wilcox* v. *Nolze*, 34 Ohio St. 520. The best remedy in such cases would seem to be state legislation. See 21 HARV. L. REV. 224.

INJUNCTION — TRADE UNIONS — UNLAWFUL MEANS. — The plaintiff, a mine owner, employed his men under a contract that they would not join a union while in his employ. The employment was terminable at will. The defendants, officers of the United Mine Workers, were endeavoring to induce plaintiff's employees to agree to join their union. *Held*, defendants are enjoined from further approaching plaintiff's employees inasmuch as they are inducing a breach of contract. *Hitchman Coal & Coke Co.* v. *Mitchell et al.*, 38 Sup. Ct. Rep. 65.

For a discussion of this case see Notes, p. 648.

INSURANCE — LIABILITY INSURANCE — RIGHT OF THE INSURER TO CONTROL LITIGATION. — Under a policy insuring plaintiff against accidents in the operation of his automobile, but imposing no obligation on the company to settle out of court, after the insured had been sued the insurer refused to make a settlement for a sum less than the limit of the policy unless the insured contributed to the settlement, threatening to allow the case to go to trial, and subject the insured to the hazard of having a verdict against him in excess of the limit of the policy. *Held*, plaintiff cannot recover money so paid. *Levin* v. *New England Casualty Co.*, 166 N. Y. Supp. 1055.

The policy commits to the insurer the decision whether to settle or defend. *Rumford Falls Paper Co.* v. *Fidelity & Casualty Co.*, 92 Me. 574, 43 Atl. 503; *C. Schmidt & Sons Brewing Co.* v. *Travelers' Ins. Co.*, 244 Pa. 286, 90 Atl. 653. But it should not be allowed to exercise this power *mala fides*, or for purposes of extortion. See *New Orleans & C. R. R.* v. *Casualty Co.*, 114 La. 154, 159, 38 So. 89, 92; *Wisconsin Zinc Co.* v. *Fidelity & Deposit Co.*, 162 Wis. 39, 54, 155 N. W. 1081, 1087. The facts of the main case suggest that the defendant was not acting in good faith. Therefore recovery should have been allowed under the principles governing a case of money received and held without consideration. See POLLOCK, CONTRACTS (WILLISTON'S WALD'S ed.), 732.

INSURANCE — RIGHT OF BENEFICIARY — WHETHER CONDITIONS OF RESERVED RIGHT TO CHANGE BENEFICIARY MUST BE STRICTLY COMPLIED WITH — WHETHER DIVORCE ACTS AS REVOCATION. — The plaintiff was the beneficiary of a life-insurance policy taken out by her husband. The policy had been delivered to her on an oral agreement to pay the premiums, which agreement she fulfilled. The insured had the right to change the beneficiary by delivering the original policy to the insurance company for indorsement. After divorce from the plaintiff, the insured, representing the original as lost, induced the defendant company to issue a new policy. His mother was beneficiary thereunder, and, after his death, recovered thereon. The plaintiff now sues

on the original policy claiming as beneficiary and assignee. *Held*, that plaintiff may recover. *Lloyd* v. *Royal Union Mutual Life Ins. Co.*, 245 Fed. 162.

It is well established that the beneficiary under an ordinary life-insurance policy has a vested interest. *Mutual Life Ins. Co.* v. *Allen*, 212 Ill. 134, 72 N. E. 200; *Washington Life Ins. Co.* v. *Berwald*, 97 Tex. 111, 76 S. W. 442. See 13 HARV. L. REV. 682. Where the insured has reserved the right to change beneficiaries some cases hold that the beneficiary still has a vested right. *Roberts* v. *N. W. Nat. Life Ins. Co.*, 143 Ga. 780, 85 S. E. 1043; *Holder* v. *Prudential Ins. Co.*, 77 S. C. 299, 57 S. E. 853. But the beneficiary's vested right can exist only if the parties to the insurance contract intended that it should; and reservation of the right to change beneficiaries shows an obvious intent that no right should vest. *Equitable Life Assurance Soc.* v. *Stough*, 45 Ind. App. 411, 89 N. E. 612; *Hick* v. *North Western, etc. Co.*, 166 Iowa 532, 147 N. W. 883. Paying the premiums gave to the beneficiary an equitable lien on the proceeds. *Stockwell* v. *Mutual Life Ins. Co.*, 140 Cal. 198, 73 Pac. 833. See 17 HARV. L. REV. 203. Divorce, of itself, aside from statutory provisions, does not defeat the beneficiary's right. *Overhiser* v. *Mutual Life Ins. Co.*, 63 Ohio St. 77. To revoke a trust where the power to do so has been reserved, the stated conditions of revocation must be complied with. *Tudor* v. *Vail*, 195 Mass. 18, 80 N. E. 590; *Lippincott* v. *Williams*, 63 N. J. Eq. 130, 51 Atl. 467. On this analogy the right of an insurance-policy beneficiary should not be cut off except through faithful fulfilment of the conditions of revocation. The decisions would seem to uphold such a view, without clearly stating the correct grounds. *Canavan* v. *J. Hancock Mutual Life Ins. Co.*, 39 Misc. (N. Y.) 782, 81 N. Y. Supp. 304; *Sangunitto* v. *Goldey*, 88 App. Div. 78, 84 N. Y. Supp. 989. But more than a matter of form was involved. Delivery of a stock certificate to a donee makes him irrevocably *dominus* of the shares and the rights represented by it. *Commonwealth* v. *Crompton*, 137 Pa. 138. See AMES, CASES ON TRUSTS, 155, 156, n. The same apparently is true in the case of insurance policies. *Harrison* v. *McCoulsey*, 1 Md. Ch. 34; *Crittenden* v. *Phoenix Co.*, 41 Mich. 442. On these principles the decision in the principal case appears to be sound.

INTOXICATING LIQUORS — LEGISLATION — CONSTITUTIONALITY: STATUTE PROHIBITING POSSESSION FOR PERSONAL USE. — An act of the legislature of Idaho made it unlawful for any person to have in his possession within certain prohibition districts any intoxicating liquors not obtained under a permit as provided in the act. (1915, Idaho SESSION LAWS, c. 11.) Plaintiff in error was arrested on the charge of violating this act by having in his possession a bottle of whisky for his own personal use. *Held*, that the act in question was not in conflict with the Fourteenth Amendment. *Crane* v. *Campbell*, 38 Sup. Ct. Rep. 98.

There have been various decisions to the effect that statutes prohibiting possession for personal use violated state constitutional guarantees. *State* v. *Williams*, 146 N. C. 618, 61 S. E. 61; *Ex parte Brown*, 38 Tex. Cr. App. 295, 42 S. W. 554. See FREUND, POLICE POWER, §§ 453, 454. The precise point seems never to have come up before under the federal constitution, though there is a strong *dictum* to the effect that a state may prohibit manufacture of intoxicating liquor for personal use. See *Mugler* v. *Kansas*, 123 U. S. 623, 662. Numerous cases, also, have upheld statutes prohibiting the sale or possession of game during the closed season, even though it was imported from another jurisdiction where it had been legally taken. *Silz* v. *Hesterberg*, 211 U. S. 31; *Magner* v. *People*, 97 Ill. 320; *Smith* v. *State*, 155 Ind. 611, 58 N. E. 1044. *Contra*, *People* v. *Buffalo Fish Co.*, 164 N. Y. 93, 58 N. E. 34. A statute making it a misdemeanor to sell adulterated milk with or without fraudulent intent has likewise been held not a denial of due process. *People* v. *West*, 106 N. Y. 293,